

Richard Bowdler, Plaintiff.



George Morgan, Defendant.

No 61  
Bowdler 100  
Morgan

*This Bill is an humble Petition of Richard Bowdler and William Meggs, that a Report and Decree, thereupon made in the high Court of Chancery betweene George Morgan and them, and others, and all Fines imposed upon them for not performing of the same to be void, And that an Arbitrement made at the desire of the Parties may be established and confirmed by Act of Parliament for these Causes.*

First, That *Morgan* was called to account by *Bowdler*, by Bill in Chancery, as his Factor, for diuers yeares; That he might be releued against certayne false Accounts exhibited by him; whereunto *Morgan* did answere, and preferred a crosse Bill against the Petitioners and others, charging them as Partners with matters of Account.

The Court by consent of the parties and their learned Counceli, awarded a Commission to *Rowland Backhouse*, *Robert Duce*, *Tho. Morley*, *Ralph Core*, and *Ro. Palmer*, Merchants of London, with authoritie to examine and determine these Accounts and Differences, wherein for their satisfaction they perused and considered of all Bookes of Account, Bills of Exchange, Letters and other Writings produced concerning the same; but because the Commission was returnable before they could conclude any thing, the parties importuned them to end the said Accounts and Differences by Arbitrement, and submitted themselves to their Award by severall Obligations of great summes of money, bearing date the 7. day of October 1618. And for the better strengthening of their proceedings in the said Arbitrarie course. The Lord Chancellor was pleased to graunt a Commission bearing date the 19. day of the same moneth, with power to take oath of the Parties and Witnesses; and to determine the Differences or to certifie their proceedings. And his Lordship did write his honourable Letters to sue other Merchants to giue their assistance, as oft as the said Arbitrators should thinke fit.

And after 160. meetings and exact examination of all Differences and Accounts aforesaid, the said Arbitrators being often aided by the said Assistants, they did finde *Morgan* indebted vnto *Bowdler* in the summe of 579l. 6s. which they did Award he should pay vnto *Bowdler* the 6. of Aprill following. And also by their said Award did order and determine what each Partie should performe to other, as particularly at large thereby appeareth.

Secondly, For that the said Arbitrement being after called in question by the said *Morgan* by false suggestion that it was partially made: the said Arbitrators being required to certifie their proceedings to the Court, did so certifie, Answering thereby all Objections, and declaring that *William Meggs* was no wise chargeable vnto *Morgan*, but that he was vniustly vexed by his said suite: Neuerthelesse, by Orders in the said Court the said Award was suspended which ought rather to haue bene put in execution. And the Bonds sealed to performe the same were called into the Court, And all Bonds, Bills, &c. which the Commissioners had receiued of *Morgan* were redeliuered to him, albeit they appertained to *Bowdler* as being accounted for before the Commissioners.

Thirdly, Because the truth of *Bowdler's* cause, being a discouerie of falsities and misprisions in a Factors Accounts, could not bee so euident by examination vpon fixed Interrogatories, as it was apparant to the Commissioners that had therein proceeded as afore; His Lordship caused them to certifie particularly the Reasons that moued them to make the said arbitrement, which they did accordingly. Whereupon (for that the said Arbitrement was grounded aswell vpon examination of Witnesses as vpon *Morgan's* confession and otherwise, And that particular Relation thereof was made by the said Certificates) but the Cause comming to hearing the 18. day of December then following, by order of Chancery the said Award and Certificat were made void, and the Commissioners branded with infamie and disgrace without being called to answere for themselves. And without a Bill exhibited to shew the defects of their Award, And a new Reference to Sir *Robert Rich* and Sir *William Bird*, two Masters of the Chancery, and foure other Merchants was made to examine the said Accounts and Differences, but without power to examine vpon oath.

Fourthly, For that the said Masters and Merchants were directed by the Chancery to proceed onely vpon proofes taken in Court, and vpon Depositions taken before the said Arbitrators and vpon Accounts, Letters and Writings, such as could bee iustified by two Witnesses, (neither Arbitrators nor Parties) to haue bene produced and allowed before the Arbitrators, which kind of prooffe was not possible to be made, for that there was none present at the debating of the Cause, but the Arbitrator and Parties whereby *Bowdler* was bereaued of the benefit of his proofes, and of *Morgan's* confession, And deprived of the meanes to manifest the truth. Also the Depositions taken on *Bowdler's* behalfe before the Arbitrators were reiecte, but all Depositions on the said *Morgan's* behalfe were allowed; whereupon the said Masters with their Assistants reported, that the said *Bowdler* was indebted to *Morgan* in the summe 7486l. 1s. 10d. And the same report was decreed notwithstanding any thing that was offred against it.

Fifthly, Albeit *Meggs* were admitted to supplimentall proofes, and the two Masters were to consider whether *Meggs* were partner with *Bowdler*, and whether *Meggs* his lending *Bowdler* his credit did occasion *Morgan's* ingagements; and what estate of *Bowdler* came to *Meggs* his hands, and when; yet after supplimentall prooffe made by *Meggs* and *Morgan*; The two Masters did certifie that *Meggs* was Partner with *Bowdler*; and that *Morgan's* ingagements were occasioned by *Meggs* his assisting *Bowdler* with his credit: And that there was of *Bowdler's* estate in the hands of *Meggs* the summe of 10063l. 11s. 7d. Whereas it is most apparant that *Meggs* was not Partner with *Bowdler* in *Morgan's* employments, Nor that *Morgan's* ingagements were occasioned by his lending his credit to *Bowdler*, nor that he had any estate of *Bowdler's* in his hands, but that *Bowdler* was iustly indebted to *Meggs* in 1500. And it is most cleare that *Meggs* is not to be charged vnto *Morgan* by the custome of Merchants, nor by the Law for assisting *Bowdler* with his credit; And there is nothing to leade the Masters to conceaue that the said *Meggs* should haue of the said *Bowdler's* estate in his hands the summe of 10063l. 11s. 7d. But this report induced his Lordship to decree, That *Meggs* should be aswell charged as *Bowdler* with the payment of the said 7486l. 1s. 10d. And the sixt of December last his Lordship imposed a Fine of one Thousand pounds a peece vpon the said *Meggs* and *Bowdler* for non-performance of the said Decree; And thereupon a *Scire facias* hath bene Awarded.

Forasmuch, As no redresse of such Decrees is to bee had but in Parliament: The humble Petition of *Bowdler* and *Meggs* is, that all the proceedings in Chancery may be declared to be void, And the said Award established by Act of Parliament, to bee performed for the Causes and Reasons aforesaid.